

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 12		
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 31 AUG 99		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT (RM 2A19) PO BOX 17300 FORT WORTH, TX 76102-0300							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO. DACA63-99-B-0057			
				9B. DATED (SEE ITEM 11) 3 AUGUST 1999			
				10A. MODIFICATION OF CONTRACTS/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers							<input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not ex-
tended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The Solicitation for INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT FOR ROOFING FAMILY HOUSING AREAS, FORT HOOD, TEXAS, is amended as follows:							
See Continuation Sheet.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	
						USAPPCV1.00	

Item 14. Continued.

CHANGES TO STANDARD FORM 1442

1. Standard Form 1442, First Page, Item 13.A.- Change the bid opening time and date from "2 p.m. local time, 2 September 1999" to "**2 p.m. local time, 14 September 1999**".

CHANGES TO BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

2. Replacement Sections - Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-99-B-0057:"

SECTION 00100 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

CHANGES TO THE SPECIFICATIONS

3. Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-99-B-0057:"

SECTION 01330 - SUBMITTAL PROCEDURES

SECTION 01410 - ENVIRONMENT PROTECTION

4. New Sections – The following accompanying new sections, each bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-99-B-0057" shall be added to the specifications and add each to the Table of Contents:

SECTION 01039 - EXCAVATION AND UTILITY CLEARANCE COORDINATION

SECTION 01041 - PREMOBILIZATION CONFERENCE

SECTION 01340 - AS-BUILT DRAWINGS

SECTION 01351 - SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST)

SECTION 01735 - INVENTORY, PROTECT, MAINTAIN AND TAG INSTALLED PROPERTY

SECTION 01740 - CONTRACTOR RESPONSE FOR WARRANTY WORK

5. Deleted Sections – The following listed sections shall be deleted:

SECTION 01560 - TEMPORARY SAFETY CONTROLS

SECTION 01700 - CONTRACT CLOSEOUT

END OF AMENDMENT

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SECTION 00100
INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1 52.0204-0002 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

2 52.0204-0006 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

3 52.0211-0002 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

- (1) By telephone at (215) 697-2667/2179; or
- (2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(End of provision)

ACCOMPANYING AMENDMENT NO. 0002 TO DACA63-99-B-0057

4 52.0211-0014 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be /_____/ DX rated order; / X / DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

5 52.0214-0001 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

6 52.0214-0003 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

7 52.0214-0004 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 2-201(b)(xiii))

(R 1-2.201(a)(11))

8 52.0214-0006 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

(R SF 33A, Para 3, 1978 JAN)

9 52.0214-0007 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office To Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(End of provision)

10 52.0214-0018 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)
(R SF 22, Para 5, 1978 FEB)

11 52.0214-0019 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

12 52.0214-0031 FACSIMILE BIDS (DEC 1989)

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: (817) 978-3166

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol):
DIGITAL FACSIMILE TRANSCIVER; MAKE: Lanier; MODEL: 2230; COMPATIBILITY: CCITT Group 2 and 3; COMMUNICATIONS: Half Duplex

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(End of provision)

13 52.0219-0004 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____. Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

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14 52.0232-0018 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)
(SS 7-104.91(a) 1962 SEP)

15 52.0233-0002 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Chief, Contracting Division
US Army Engineer District, Fort Worth
819 Taylor Street, Room 2A19
Fort Worth, Texas 76102-0300

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

AM #02 16 52.0236-0027 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Joe Gill

Address: Directorate of Public Works
ATTN: Engr Plans & Svcs Div
III Corps and Fort Hood
4213 77th Street
Fort Hood, Texas 76544-5028

Telephone: (254) 287-7257

(End of provision)

17 52.0204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

18 52.0236-7008 CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials;
and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

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(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

(End of provision)

19 52.0000-4000 ITB NOTICE OF AVAILABILITY OF SOLICITATION PROVISIONS

Text of the referenced clauses can be found in the Federal Acquisition Regulations, Part 52, "Solicitation Provisions and Contract Clauses." The Federal Acquisition regulations are available (1) in the larger public libraries, (2) on the Internet (WEB site address "http://www.gsa.gov/far" or (3) may be purchased from the Superintendent of Documents, Congressional Sales Office, Government Printing Office, Washington, DC 20402. Upon award of a contract the complete text of the referenced clauses will be furnished to the Contractor.

(End of Provision)

20 52.0000-4009 PROJECT INFORMATION

A. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone (817) 978-2445.

B. For information regarding bidding procedures or bonds, contact Contracting Division, (817) 978-4413, or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.

C. Bids will be publicly opened, at the time and date stated in the solicitation, in Room 2A20, 819 Taylor Street, Fort Worth, Texas.

D. Hand Carried Bids: Hand carried bids prior to 30 minutes before bid opening must be deposited in the "Bid Depository," Room 2A19, 819 Taylor Street, Fort Worth, Texas. Hand carried bids within 30 minutes of the stated bid opening time should be taken to the Bid Opening Room, Room 2A20, prior to the time stated for bid opening.

(End of Clause)

21 52.0000-4010 GENERAL NOTICES

a. In the technical specifications wherever the term "stabilized aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."

b. Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 USC 1001. (FAR 52.214-4)

c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

d. Statements in technical section submittal paragraphs that "Submittals shall be submitted in accordance with the Section 01300: Submittals" shall be deemed to mean "Submittals shall be submitted in accordance with Section 01300, SUBMITTAL PROCEDURES."

(End of Provision)

22 52.0000-4049 PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

23 52.0000-4071 SUBMISSION OF BIDS VIA EXPRESS MAIL

a. Your attention is directed to Federal Acquisition Regulation (FAR) 52.214-5 SUBMISSION OF BIDS, which requires that bids be addressed to the office specified in the solicitation, and show the time specified for receipt, the solicitation number, and the name and address of the bidder.

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b. When using express mail services (i.e. Federal Express, Air Borne, Emery, etc.) other than the United States Postal Services Overnight Express, you must include the room number in the address, which requires delivery directly to a specific room. Failure to include the room number can cause delays, and could result in your bid being rejected as late.

24 52.0000-4072 BIDDER'S QUALIFICATIONS

Pursuant to FAR 9.1, before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

25 52.0000-4074 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of the Section 00800, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the Area/Resident Office herein before listed. Bidders/Contractors may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major credit cards are accepted.

26 52.0000-4075 NOTICE REGARDING POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

27 52.0000-4076 PARTNERING

In order to most effectively accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

28 52.0000-4077 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

Reference FAR 52.219-0009. The bidder/offeror shall take into consideration only those subcontracts which he/she will award when preparing the subcontracting plan required by the FAR.

29 52.0000-4085 PAYMENTS BY ELECTRONIC FUNDS TRANSFER

1. Reference Federal Acquisition Regulation (FAR) Clause 52.232-33 Mandatory Information for Electronic Funds Transfer Payment.
2. Payments for any award resulting from this solicitation shall be made by Electronic Funds Transfer (EFT) after 1 June 1999. While EFT is not mandatory at this time, it is highly recommended that the successful bidder provide information to the Disbursing Office as soon as practicable after contract award to allow EFT as it will be required after 1 June 1999.
3. The Direct Deposit Form and Instructions required to process payments for EFT can be found on the Fort Worth District home page at <http://www.swf.usace.army.mil/links/resource/finance.htm> or obtained from the contract specialist handling this solicitation.

4. A statement will be sent to the vendor detailing the amount and effective date of payments made by direct deposit.
5. All information on a vendor's Direct Deposit will be maintained in each Contracting Office's database; therefore, the Direct Deposit form need only be submitted once, unless the vendor is using another name or "doing business as" name.

(End of Provision)

30 52.0000-4086 NOTIFICATION OF UNSUCCESSFUL BIDDERS

Federal Acquisition Regulation (FAR) Subpart 14.409-1, Award of Unclassified Contracts, requires that the contracting officer notify each unsuccessful bidder in writing or electronically within three days after contract award.

This provision serves as your notice that the Ft. Worth District will post all contract award information for this solicitation electronically on the Fort Worth District Contracting Division Home Page located at <http://ebs.swf.usace.army.mil>. All bidders are required to review this page daily after bid opening for award information. We will not issue unsuccessful bidder letters in writing.

(End of Provision)

31 52.0036-4002 AVAILABILITY OF UTILITY SERVICES

Water, gas, and electricity are available from Government-owned and operated systems. See Section 00800 SPECIAL CLAUSES for details.

32 52.0036-4501 PERFORMANCE OF WORK BY CONTRACTOR

Unless he has submitted such description with his bid, the successful bidder must furnish the Contracting Officer within 20 days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

33 52.0214-4000 CONTRACT CLAUSE AND SOLICITATION PROVISION NUMBERING (JAN 1990)

This document is computer generated by the Standard Army Automated Contracting System (SAACONS). The numbering system used by the computer for contract clauses and solicitation provisions differs slightly from the procurement regulations. It is similar and easily recognizable. The Federal Acquisition Regulation (FAR) numbering format for contract clauses and solicitation provisions is 52.2xx-x, with the specific FAR provision or clause number being a sequence assigned within each section or subpart 52.2. SAACONS always uses a 9 digit number (e.g. 52.X2XX-XXXX).

FAR contract clauses and solicitation provisions are recognized by a "0" in the 6th digit of the SAACONS number. Department of Defense Federal Acquisition Regulation Supplement (DFARS) contract clauses and solicitation provisions are recognized by a "7" in the 6th digit of the SAACONS number. Army Federal Acquisition Regulation Supplement (AFARS) contract clauses and solicitation provisions are recognized by a "9" in the 6th digit of the SAACONS number. Engineer Federal Acquisition Regulation Supplement (EFARS) contract clauses and solicitation provisions and local instructions and provisions which were previously referred to by paragraph number only, now appear as "local clauses" with local clause numbers. They are recognizable by a "4" in the 6th digit of the SAACONS number. The word "(EFARS)" will appear in parenthesis at the end of the title of the clause/provision from that supplement; The word "(Local)" will appear in like manner to identify local implementation. (FAR, DFARS AND AFARS clauses and provisions that have recently been modified or added may also be numbered as local clauses pending their integration into the SAACONS database by the SAACONS contractor. Until the integration is complete the title line will identify the regulatory source. Examples of the difference in the numbering are provided below:

STANDARD NUMBERING SYSTEM

SAACONS

ACCOMPANYING AMENDMENT NO. 0002 TO DACA63-99-B-0057

FAR	52.227-1	52.0227-0001
DFARS	252.243-7000	52.0243-7000
AFARS	52.237-9030	52.0237-9030
EFARS	52.202-10001	52.0202-4001 E
LOCAL	NONE	52.XXXX-4XXX L

Authorized alternate versions of the clauses are sometimes used, and are identified in the applicable regulation by sequential Roman numeral identifiers. When an alternate version is used the SAACONS clause number will be followed by the appropriate Roman numeral identified. For example, FAR Clause 52.202-1 in its Alternate I version is entitled "DEFINITIONS (APR 1984)--ALTERNATE I (APR 1984)". The clause number will appear as "52.202-1 I". An Alternate II version of a clause would appear as "52.xxxx-xxxx II".

34 52.0214-4005 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

NOTICE: REFERENCE PARAGRAPH (c) ABOVE, PROVISION ENTITLED "SUBMISSION OF BIDS". TELEGRAPHIC BIDS ARE NOT AUTHORIZED. THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT, DOES NOT HAVE A TELETYPE NUMBER. IF A BID MODIFICATION OR WITHDRAWAL MUST BE SUBMITTED BY TELEGRAM, THEN BIDDERS MUST COORDINATE WITH WESTERN UNION FOR TIMELY DELIVERY. THE GOVERNMENT ASSUMES NO RESPONSIBILITY FOR LATE BID MODIFICATION OR WITHDRAWAL.

35 52.0214-4208 AMENDMENTS OF INVITATION FOR BIDS

Pursuant to FAR 14.208, the right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening of bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If revisions and amendments are of a nature which requires material changes in quantities or bid prices or both, the date set for opening bids may be postponed by such number of days, as in the opinion of the issuing officer, will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

36 52.0228-4203 SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES (FEB 1990)

The Security interest, including pledged assets as set forth in the contract clause entitled "PLEDGES OF ASSETS", and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. FAILURE TO PROVIDE WITH THE BID BOND A PLEDGE OF ASSETS (SECURITY INTEREST) IN ACCORDANCE WITH FAR 28.203-1 WILL RESULT IN REJECTION OF A BID WHICH IS BONDED BY INDIVIDUAL SURETIES.

END OF SECTION 00100

SECTION 01039 - EXCAVATION AND UTILITY CLEARANCE COORDINATION

PART 1 GENERAL

1.1 REFERENCES. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

Occupational and Safety Health Act (OSHA) 1983 (29 CFR 1926.65 Specific Excavation Requirement)

Fort Hood Regulation (F.H. Reg) 420-27 Care, Maintenance, And Alterations Of Facilities, paragraph 4.

F.H. Reg. 420-2 - Environment, Energy And Natural Resources, paragraphs 4-5b

FHT 420-X10 - Coordination For Land Excavation

1.2 DEFINITIONS. Excavation and Utility Clearance or "Clearance": A completed FHT 420-X10 indicating approval and signed by the approving official as applicable.

1.3 DESCRIPTION

1.3.1 Performance Requirement

1.3.1.1 Clearances. Obtain excavation and utility clearance(s) before proceeding with excavation of any kind. Ensure that subcontractors obtain clearance before performing any excavation.

1.3.1.2 Responsibility. The contractor is responsible for any property damage, injury or death resulting from damaged or rupture to underground utility systems when such damage or rupture was caused by his negligent actions.

1.3.1.3 Utility Disruption. Excavation work shall be performed without disruption of existing utility systems unless otherwise indicated on the Contract Drawings or in the Technical Provisions.

1.4 REGULATORY REQUIREMENTS. The Directorate of Public Works (DPW) will act as the utilities company for the purposes outlined in 29 CFR, paragraph 1926.65.

1.5 SUBMITTALS

1.5.1 FHT 420-X10. Apply for clearance(s) by submitting, in person, a completed FHT 420-X10 to the Directorate of Public Works, Engineering Plans and Services Division, Building #4228, Ft. Hood, Texas between the hours of 7:30 AM and 4:00 PM, Monday through Friday, Federal holidays excluded. Copies of this form and information concerning it are available in Building #4228. For excavation work which will commence during the period of September through December apply 21 days in advance. Apply 7 calendar days in advance for excavation work which will commence during the period of January through August. When these application periods are not practical due to Contract or Delivery Order completion times of 30 days or less, apply within 3 working days after receipt of the Delivery Order and 7 calendar days in advance of excavation for non-delivery order work.

1.5.2 Drawings. Submit one set of contract drawings of the proposed work indicating all proposed utility layout and excavation plan(s) and the drawings showing existing utilities and site conditions when submitting FHT 420-X10.

1.5.3 Resubmittals. When excavation work does not start within 30 calendar days after the clearance is issued the clearance will expire and the contractor shall reapply.

1.6 COORDINATION MEETING

1.6.1 Scheduling. Upon receipt of the submittals the government will schedule a meeting(s) to be held at the project site with the Contractor and Government personnel. Contractor shall arrange to have the excavating contractors at the meeting.

1.6.2 Sequenced work. When excavation work is such that the start of the various types will be sequenced over the construction period, additional coordination meetings to obtain excavation clearances will be required, as necessary to insure that the start of the various types of excavation will occur within 30 days of the issuance of an excavation clearance.

1.6.3 Utility Information. Government personnel will provide information to the contractor at the scheduled meeting of any known deviations from the utility systems contract layout plans and as-built drawings.

1.7 SITE CONDITIONS

1.7.1 Utility Types. The contractor is forewarned that the following may be encountered at the site during excavation.

- High and low voltage power lines.
- High, medium and low pressure natural gas lines.
- Liquid fuel lines.
- Sanitary and storm sewer lines both gravity flow and pressurized.
- Water lines.
- Telephone cables containing up to 3000 pairs.
- Communications and security systems.

1.7.2 Locations. The exact locations of the buried utilities may vary from the locations identified at the on-site meeting. The contractor shall perform such work as necessary including hand excavation to determine the exact locations of the various utility systems within 3-feet either side of locations as marked by DPW personnel.

1.7.3 As-Built Drawings. As-built drawings of existing utility systems, as may be available, may be obtained by the contractor from the Directorate of Public Works, Engineering Plans and Services Division, Building #4227, Ft. Hood Texas between the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday, Federal holidays excluded.

END

SECTION 01041 - PREMOBILIZATION CONFERENCE

PART 1 GENERAL

1.1 SCHEDULING. A Premobilization Conference may be scheduled after contract award and prior to any mobilization on the site. If a Preconstruction Conference is scheduled by the Contracting Officer, then that meeting and the Premobilization Conference will be held in conjunction at the location and time specified by the Contracting Officer. If a Preconstruction Conference is not scheduled by the Contracting Officer, then the Contracting Officer's Representative (COR) will schedule the Premobilization Conference and it will be held at the location and time specified by the COR.

1.2 ATTENDANCE. The Contractor's Project Manager, Superintendent and his Quality Control (QC) Manager shall attend this meeting. The Contractor is encouraged to have representation from his sub-contractors at this conference. The COR may invite using, service, engineering, security and other Government personnel to attend this conference.

1.3 PURPOSE. The main purpose of this conference is to enable the COR to outline the procedures that will be followed by the Government in its Quality Assurance of the contract. This conference will allow the Contractor an opportunity to ask questions pertaining to the contract.

1.3.1 The following is a list of items that the COR will discuss during this conference. This is not considered to be a complete listing.

a. Identification and roles of the Contracting Officer's Representative and the Construction Inspector.

b. Government Furnished Equipment, if applicable.

c. As-Built Drawings.

d. Contractor's Quality Control: The Contractor shall submit a list of QC personnel, their qualifications, and their responsibilities and authorities as related to the contract.

e. Safety and Health Requirements.

f. Contractor's Job Layout and Storage Area.

g. Contractor's Utilities

h. Security Requirements and Other Base Regulations, if applicable.

i. Disposition of Salvageable Property.

j. O & M Manuals, Spare Parts Data, Spare Parts, Inventories of Installed Equipment, and Special Tools.

k. Warranty of Construction.

l. Equipment Warranty Identification Tags.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-99-B-0057

END

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01041 - 2

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

1.1.1 Procedures. For submittals identified in the Technical Provisions of Divisions 1 - 16 and paragraph 1.13 of this Section.

1.1.2 Schedule of the following types of submittals which may be required and the number of sets/units required of each which will be retained by the Government. Each submittal shall also include the number of sets/units that the contractor requires to be returned.

- a. Shop drawings: three sets
- b. Samples: one each
- c. Product data: two sets
- d. Manufacturers instructions: two sets
- e. Manufacturers certifications: two sets
- f. Mix Designs: two sets
- g. Test/Inspection results: two sets
- h. Operation and Maintenance Manuals: five sets
- i. Equipment lists: two sets
- j. As-Built Drawings: one set
- k. Construction Quality Control Report: one each

1.2 REFERENCES. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENG FORM 4025-R

1.3 SUBMITTAL PROCEDURES

1.3.1 Transmittal. Transmit submittals which require approval with a completed ENG Form 4025-R to the Contracting Officer. Complete the form in accordance with the instructions contained thereon. Transmit Daily Construction Quality Control Reports and field test reports to the Contracting Officer.

1.3.2 Approval of Materials. Materials shall be selected well in advance of the time that materials will be required in the work. Laboratory test results from samples shall be submitted for approval not less than 15 days before the material is required in the work.

1.3.3 Field Test Results. Field test reports shall be attached to the Daily Construction Quality Control Report on the day that the tests were performed and submitted to the Contracting Officer. Final results shall be submitted to the Contracting Officer within 5 working days after completion of the test. If final results are not available on the day that the tests were performed, then the contractor shall indicated the preliminary results on the Daily Construction Quality Control Report.

1.3.4 Reports. Laboratory and/or field reports shall include the following information:

a. Testing laboratory name, address, telephone number, and responsible officer of the testing laboratory.

b. Date issued.

c. Project title and number.

d. Date and time of sampling or inspection.

e. Location in Project.

f. Type of inspection or test.

g. Date of test.

h. Results of test.

i. Name of inspector/tester.

1.4 SHOP DRAWINGS. Shop Drawings shall indicate material thickness, sizes, type and grade of material, dimensions, and construction details. Drawings shall also include catalog cuts, erection details, manufacturers descriptive data and installation instructions, and templates.

1.5 SAMPLES

1.5.1 Characteristics. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices.

1.5.2 Finishes, Textures, and Patterns. Submit samples required in the Technical Provisions specifying color, texture, and pattern for Government approval.

1.5.3 Identification. Include identification on each sample with full project information.

1.6 PRODUCT DATA. Submit copies marked to identify only the applicable products, models, options, and other data. Supplement manufacturers standard data to provide information unique to this Project.

1.7 MANUFACTURERS INSTRUCTIONS. Submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing as

applicable. Identify any conflicts between manufacturers instructions and the Contract Documents.

1.8 CERTIFICATES OF COMPLIANCE. Submit certifications which indicate material, product or skill provided conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate. Certifications shall be signed by an authorized official and indicate the position held.

1.9 OPERATION AND MAINTENANCE DATA. Submit complete Operation and Maintenance Data for review prior to final acceptance and payment. When the Technical Provisions of this Contract includes Section 01735, the data shall comply with the requirements therein.

1.10 EQUIPMENT LISTS. Submit prefinal lists two weeks prior to final inspection and the final lists within 15 days after final inspection. When the Technical Provisions of this Contract includes Section 01735, the lists shall comply with the requirements therein.

1.11 AS-BUILT DRAWINGS. Submit complete final Asbuilt Drawings within 30 calendar days after final inspection as specified in the contract special provisions and the technical provisions of Section 01340. Submit final Asbuilt Drawings for review sufficiently in advance to meet this requirement.

1.12 MANUFACTURERS' TEST. Submit test reports of manufactured items which are certified by a commercial testing laboratory showing complete test results.

1.13 SUBMITTAL SCHEDULE

Description	Technical Provision	Type
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(SEE SUBMITTAL REGISTER)

SECTION 01340 - AS-BUILT DRAWINGS

PART 1 GENERAL

1.1 Description

1.1.1 Provide accurate and complete as-built drawings (blue print and Computer Aided Design Drawings (CADD) in MicroStation 95 format) as a permanent record of the construction as installed and completed by the Contractor consisting of drawings containing all of the information, however minor, shown on the contract set of drawings which was incorporated in the work; all additional work not appearing on the contract drawings and all variations in site conditions uncovered or discovered.

1.1.2 Provide final as-built drawings (blue print and CADD) within 30 calendar days from date of final inspection, which includes Government review time and receipt of approval from the Contracting Officer. All prints and reproducible drawings shall become the property of the Government upon final approval of the drawings.

1.2 Requirements

1.2.1 Preliminary As-built Drawings

1.2.1.1 Obtain from Drafting Section. DPW, Bldg 4227, Ft Hood, TX, one full size set of contract drawings (blue line prints) and CAD drawings from Contracting Officer Representative (COR) for use in preparing preliminary as-built drawings.

1.2.1.2 Mark up and annotate the blue line prints during the course of construction to show the current as-built conditions. Maintain the drawings at the job site during working hours.

1.2.1.3 The marked up drawings shall be made available for review by the government at the job site during the course of construction and at the Final Inspection.

1.2.2 Final As-Built Drawings

1.2.2.1 Upon approval of preliminary as-built drawings obtain from the Drafting Section, DPW, Bldg 4227, Ft Hood, TX, the original set of contract drawings for use in preparing the final as-built drawings.

1.2.2.2 Modify the original set of contract drawings (blue print and CAD drawings) as necessary to correctly show all the features of the project as it has been constructed by bringing the contract set originals into agreement with the approved preliminary as-built drawings.

1.2.2.3 Keep the original drawings free of dirt and stains and protect from loss or damage until returned to the Contracting Officer. Replace any original drawings which are damaged or lost while in Contractors possession.

1.2.3 As-built Information

1.2.3.1 Show all changes from the contract drawings which are made in the work; all additional work incorporated into the work by contract modification; and additional information uncovered or discovered during the course of construction.

1.2.3.2 Show location of any changes within the building, structure or facility.

1.2.3.3 Show changes in details of design and additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation and placement details; sizes; materials; and dimensions.

1.2.3.4 Show actual grade, elevations and alignment to existing plan scale the roads, structures, drainage and utilities if any changes were made from the contract drawings.

1.2.3.5 Show changes to topography affected by the work.

1.2.3.6 Show the location and description of utility lines and other structures or facilities of any kind discovered or uncovered within the work site. Indicate location, depth and position with offset distances measured from adjacent permanent features.

Delete options shown on the drawings which were not selected. Where options are provided for in the technical provisions, show on the drawings the option selected.

1.3 SUBMITTALS

1.3.1 Preliminary As-Built Drawings

1.3.1.1 Submit to the Contracting Officer through the Contracting Officers Representative for approval after review by the Contracting Officers Representative for accuracy and completeness.

1.3.1.2 Schedule the submittal so as to meet the requirement to provide the Government with approved final as-built drawings within 30 calendar days after final inspection.

1.3.1.3 Upon approval, the preliminary as-built drawings will be returned to the Contractor for use in the preparation of final as-built drawings (blue print and CAD drawings). If upon review, the preliminary as-built drawings are found to contain errors or omissions they will be returned to the Contractor for corrections and resubmittal.

1.3.2 Final As-Built Drawings

1.3.2.1 Submit to the Contracting Officer for approval together with the approved preliminary as-built drawings.

1.3.2.2 Provide final approved as-built drawings (blue print and CAD drawings) within 30 calendar days after the final inspection date. Schedule the submittal for approval to provide for a Government review time of ten calendar days and receipt of approval from the Contracting Officer.

1.3.2.3 Upon completion of final revisions, letter or stamp each drawing with the words "DRAWINGS OF WORK AS-BUILT" with letters at least 3/16 inch high placed below the title block between the border and the trim line. Place in the revision block above the latest revision notation the date of completion, the words "REVISED AS-BUILT" and the signature of the Contractors representative.

1.4 Revisions

1.4.1 If Contractor performs work after submission of the as-built drawings which changes the as-built condition, furnish revised and/or additional drawing to depict the revised as-built condition.

1.4.2 Comply with all provisions of this Section in preparing and submitting revised as-builts.

1.5 QUALITY ASSURANCE

1.5.1 As-Built Content. Provide as-built information by means of drawings, details and notes indicating location, dimensions, sizes, capacities, materials, alignment, offsets, grades, depths and elevations as appropriate to thoroughly and accurately show the work.

1.5.2 Draftsmanship

1.5.2.1 Neat, clean and legible and in compliance with the American Institute of Architects Architectural Graphic Standards.

1.5.2.2 Match the adjacent existing line work and lettering for type, density, size and style.

1.5.2.3 Use plastic lead on plastic base material and graphite lead on paper base material for all pencil work.

1.5.2.4 Title Blocks. Use the same title block layout and format on new as-built drawings as that used on the original drawings.

1.5.3 Government Review

1.5.3.1 Government will review all as-built submittals for accuracy and conformance with the provisions of this Section.

1.5.3.2 Make all corrections, changes, additions and deletions required by the Government.

END

CEGS-01351 (May 1997)

SECTION 01351

SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST)

05/97

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

ACGIH-02 (1996) Threshold Limit Values for
Chemical Substances and Physical Agents
and Biological Exposure Indices

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z358.1 (1990) Emergency Eyewash and Shower
Equipment

AMERICAN PETROLEUM INSTITUTE (API)

API Std 2015 (1994) Safe Entry and Cleaning of
Petroleum Storage Tanks

API Publ 2219 (1986) Safe Operation of Vacuum Trucks
in Petroleum Service

API RP 1604 (1996) Closure Underground Petroleum
Storage Tanks CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1904 Recording and Reporting Occupational
Injuries and Illnesses

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for
Construction

49 CFR 171 General Information, Regulations, and
Definitions

49 CFR 172 Hazardous Materials Table, Special
Provisions, Hazardous Materials Communications,
Emergency Response Information, and Training
Requirements

ENGINEERING MANUALS

EM 385-1-1 (1996) U.S. Army Corps of Engineers

Safety and Health Requirements Manual

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 85-115 (1985) Occupational Safety and Health
Guidance Manual for Hazardous Waste Site
Activities

1.2 DESCRIPTION OF WORK

This section provides additional requirements for implementing the accident prevention provisions of EM 385-1-1, and specifies a Site Safety and Health Plan (SSHP) which shall satisfy the requirements for submission of a separate Accident Prevention Plan (APP) as required by EM 385-1-1. The requirements shall apply to work performed in both "contaminated" and "clean" areas.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Work Zones; [GA].

Drawings shall include initial work zone boundaries:

SD-09 Reports

Monitoring/Sampling Results; [FIO].

Personnel exposure monitoring/sampling results.

1.4 REGULATORY REQUIREMENTS

Work performed under this contract shall comply with EM 385-1-1, applicable Federal, state, and local safety and occupational health laws and regulations. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) standards, 29 CFR 1910, especially Section .120, "Hazardous Waste Site Operations and Emergency Response" and 29 CFR 1926, especially Section .65, "Hazardous Waste Site Operations and Emergency Response". Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.5 PRECONSTRUCTION SAFETY CONFERENCE

1.6 SAFETY AND HEALTH PROGRAM

OSHA Standards 29 CFR 1910, Section .120 (b) and 29 CFR 1926, Section .65 (b) require employers to develop and implement a written Safety and Health Program for employees involved in hazardous waste operations. The site-specific program requirements of the OSHA Standards shall be integrated into one site-specific document, the Site Safety and Health Plan (SSHP). The SSHP shall interface with the employer's overall Safety and Health Program. Any portions of the overall Safety and Health Program that are referenced in the SSHP shall be included as appendices to the SSHP.

1.7 SITE SAFETY AND HEALTH PLAN

1.7.1 Preparation and Implementation

A Site Safety and Health Plan (SSHP) shall be prepared covering onsite work to be performed by the Contractor and all subcontractors. The Safety and Health Manager shall be responsible for the development, implementation and oversight of the SSHP. The SSHP shall establish, in detail, the protocols necessary for the anticipation, recognition, evaluation, and control of hazards associated with each task performed. The SSHP shall address site-specific safety and health requirements and procedures based upon site-specific conditions. The level of detail provided in the SSHP shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial SSHP is prepared and submitted. Therefore, the SSHP shall address, in as much detail as possible, anticipated tasks, their related hazards and anticipated control measures. Additional details shall be included in the activity hazard analyses as described in paragraph ACTIVITY HAZARD ANALYSES.

1.7.2 Acceptance and Modifications

Prior to submittal, the SSHP shall be signed and dated by the Safety and Health Manager. The SSHP shall be submitted for review [15] days prior to the Preconstruction Safety Conference. Deficiencies in the SSHP will be discussed at the preconstruction safety conference, and the SSHP shall be revised to correct the deficiencies and resubmitted for acceptance. Onsite work shall not begin until the plan has been accepted. A copy of the written SSHP shall be maintained onsite. As work proceeds, the SSHP shall be adapted to new situations and new conditions. Changes and modifications to the accepted SSHP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, the Site Safety and Health Officer (SSHO) shall bring such hazard to the attention of the Safety and Health Manager, and the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Disregard for the provisions of this specification or the accepted SSHP shall be cause for stopping of work until the matter has been rectified.

1.7.3 Availability

The SSHP shall be made available in accordance with 29 CFR 1910, Section .120 (b)(1)(v) and 29 CFR 1926, Section .65 (b)(1)(v).

1.7.4 Elements

Topics required by 29 CFR 1910, Section .120 (b)(4) 29 CFR 1926, Section .65 (b)(4) and the Accident Prevention Plan as described in

Appendix A of EM 385-1-1 and those described in this section shall be addressed in the SSHP. Where the use of a specific topic is not applicable to the project, the SSHP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

1.8 HAZARD/RISK ANALYSIS

The SSHP shall include a safety and health hazard/risk analysis for each site task and operation to be performed. The hazard/risk analysis shall provide information necessary for determining safety and health procedures, equipment, and training to protect onsite personnel, the environment, and the public. Available site information shall be reviewed when preparing the "Hazard/Risk Analysis" section of the SSHP. The following elements, at a minimum, shall be addressed.

1.8.1 Site Tasks and Operations (Workplan)

The SSHP shall include a comprehensive section that addresses the tasks and objectives of the site operations and the logistics and resources required to reach those tasks and objectives.

1.8.2 Hazards

The following potential hazards may be encountered during site work. These are not complete lists; therefore, they shall be expanded and/or revised as necessary during preparation of the SSHP.

1.8.2.1 Safety Hazards

1.8.3 Action Levels

1.8.3.1 General

Action levels shall be established for the situations listed below, at a minimum. The action levels and required actions (engineering controls, changes in PPE, etc.) shall be presented in the SSHP in both text and tabular form.

- a. Implementation of engineering controls and work practices.
- b. Upgrade or downgrade in level of personal protective equipment.
- c. Work stoppage and/or emergency evacuation of onsite personnel.
- d. Prevention and/or minimization of public exposures to hazards

created by site activities.

1.9 ACTIVITY HAZARD ANALYSES

Prior to beginning each major phase of work, an Activity Hazard Analysis shall be prepared by the Contractor performing that work and submitted for review and acceptance. The format shall be in accordance with EM 385-1-1, figure 1-1. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform. The analysis shall define the activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the activity hazard analysis has been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the government onsite representatives. The activity hazard analyses shall be continuously reviewed and when appropriate modified to address changing site conditions or operations, with the concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer.

1.10 TRAINING

Personnel shall receive training in accordance with the Contractor's written safety and health training program and 29 CFR 1910 Section.120, 29 CFR 1926 Section .65, and 29 CFR 1926 Section .21.

1.11 SAFETY PROCEDURES, ENGINEERING CONTROLS AND WORK PRACTICES

The SSHP shall describe the standard operating safety procedures, engineering controls and safe work practices to be implemented for the work covered. These shall include, but not be limited to, the following:

1.11.1 General Site Rules/Prohibitions

General site rules/prohibitions (buddy system, eating, drinking, and smoking restrictions, etc).

1.11.2 Work Permit Requirements

Excavation, hot work, confined space, etc.

1.11.3 Material Handling Procedures

Soils, liquids, materials.

1.11.3.1 Spill and Discharge Control

Written spill and discharge containment/control procedures shall be developed and implemented. These procedures shall address radioactive wastes, shock sensitive wastes, laboratory waste packs, material handling equipment, and appropriate procedures for tank and vault entry as well as

drum and container handling, opening, sampling, shipping and transport. These procedures shall describe prevention measures, such as building berms or dikes; spill control measures and material to be used (e.g. booms, vermiculite); location of the spill control material; personal protective equipment required to cleanup spills; disposal of contaminated material; and who is responsible to report the spill. Storage of contaminated material or hazardous materials shall be appropriately bermed, diked and/or contained to prevent any spillage of material on uncontaminated soil. If the spill or discharge is reportable, and/or human health or the environment are threatened, the National Response Center, the state, and the Contracting Officer shall be notified as soon as possible.

1.11.3.2 Materials Transfer Safety

Liquids and residues shall be removed from the tanks using explosion-proof or air-driven pumps. Pump motors and suction hoses shall be bonded to the tank and grounded to prevent electrostatic ignition hazards. Use of a hand pump will be permitted to remove the last of the liquid from the bottom of the tanks. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor free. The truck shall be located upwind from the tank and outside the path of probable vapor travel. The vacuum pump exhaust gases shall be discharged through a hose of adequate size and length downwind of the truck and tank area. Vacuum truck operating and safety practices shall conform to API Publ 2219. Tank residues shall be collected in drums, tanks, or tank trucks labeled according to 49 CFR 171 and 49 CFR 172 and disposed of as specified. After the materials have been transferred and the tanks have been exposed, fittings and lines leading to the tanks shall be disconnected and drained of their contents. The contents of the lines shall not spill to the environment during cutting or disconnecting of tank fittings. Materials drained shall be transferred into DOT-approved drums for storage and/or transportation. Only non-sparking or non-heat producing tools shall be used to disconnect and drain or to cut through tank fittings. Electrical equipment (e.g., pumps, portable hand tools, etc.) used for tank preparation shall be explosion-proof. Following cutting or disconnecting of the fittings, openings leading to the tanks shall be plugged.

1.11.3 Hot Work

Hot work shall not be permitted on or within the tanks except as outlined herein. Prior to conducting hot work, a hot work permit shall be prepared and submitted. An example format for a hot work permit shall be included in the SSHP. The permit shall describe compliance with the following procedures. After tank interiors have been decontaminated, hot work may be conducted only when the tank is inerted, and to the extent necessary to begin dismantling the tanks. After decontamination of tank interiors, hot work shall not be performed unless monitoring indicates atmospheres within and immediately surrounding the tanks are less than 8% oxygen inside the tank and less than 10% of the LFL outside the tank; continuous monitoring shall continue until the hot work is completed. The hot work prohibition includes welding, cutting, grinding, sawing, or other similar operations which could be expected to potentially generate combustion-producing temperatures or sparks, or which could produce potentially hazardous fumes

or vapors. An individual at each hot work site shall be designated as a fire watch.

1.11.4 Tank Purging for Permit-Required Confined Space Entries

Tanks shall be purged for confined space entry. The flammable vapors shall be reduced to less than 10% of the LFL and the oxygen content shall be between 19.5% and 23.5%. Confined space entry into the tanks shall not be attempted unless absolutely necessary, as for example, to remove sludge from the tank. Flammable vapors may be exhausted from the tank by any of the methods from API RP 1604 listed below, or any method approved by the Contracting Officer. The SSHP shall specify the purging method to be used.

a. Ventilation by Eductor-Type Air Movers: The eductor-type air mover shall be properly bonded and grounded to prevent the generation and discharge of static electricity. When using this method, the fill (drop) tube shall remain in place to ensure ventilation at the bottom of the tank. Tanks equipped with fill (drop) tubes that are not removable shall be purged by this method. An eductor extension shall be used to discharge vapors a minimum of 3.7 meters (12 feet) above grade or 1 meter (3 feet) above adjacent roof lines, whichever is greater. If this is not possible, alternative methods shall be proposed and approved prior to purging. Noise levels generated by these devices as a result of high airflow may exceed OSHA PELs. Noise levels shall be evaluated and appropriate hearing protection shall be provided.

b. Ventilation by Diffused Air Blowers: When using this purging method, the air-diffusing pipe is properly bonded and grounded to prevent the discharge of a spark. Fill (drop) tubes shall be removed to allow proper diffusion of the air in the tank. Air supply shall be from a compressor that has been checked to ensure that Grade D breathing air is being supplied. Air pressure in the tank shall not exceed 34 kPa (5 psi) gauge to avoid tank failure.

c. Commercial Emulsifiers and Volatile Fuel Encapsulators: These products are completely miscible in water, aid in the elimination of flammable vapors, and are biodegradable. Regulatory requirements for treatment and disposal of the water shall be determined prior to using this method. Standing outside the tank, the operator shall rinse the tank with a 3-to-6 percent solution of the product using a pressure sprayer through a tank opening. Explosive concentrations shall be measured at several levels (top, middle, and bottom) within the tank. If readings are greater than 10% of the LFL, the tank shall be rinsed again. When LFL readings are acceptable, the water in the tank shall be pumped out for disposal.

1.11.5 Tank Inerting (No Entry)

Following the removal of tank contents but prior to excavation of the tanks and tank preparation activities, the tanks shall be inerted only by introducing an inert gas, carbon dioxide (CO₂) or liquid nitrogen (N₂), to remove flammable vapors. Before inerting, all openings in the tanks shall be plugged with threaded or expansion type plugs except the vent tube and the opening to be used for introducing the inert gas. Within 30 minutes

prior to initiating any activities (e.g., excavating, preparation, removal, opening, demolition, transportation, or other similar activities) involving a tank which has been inerted, the inerted nature of the tank (oxygen levels less than 8%) shall be verified.

a. CO2 fire extinguishers shall not be used for inerting the tank interiors. If a compressed gas (e.g., CO2 or N2) is introduced into the tank the following requirements shall be met to prevent the buildup of static electricity:

(1) The UST and the compressed gas supply tank shall be bonded together and grounded.

(2) The compressed gas shall be supplied only at low flows.

(3) The liquid or gas shall be released at the tank bottom so that static electricity is not generated by liquid falling to the bottom of the tank. The tank shall be slowly filled from the bottom up.

b. Dry ice, which evolves CO2 gas as it evaporates, if used, shall be introduced in the amount of at least 10 kg per 400 L (3 pounds per 100 gal) of tank capacity. Skin contact with dry ice shall be prevented by wearing heavy cloth gloves.

c. Sufficient quantities of inert gas (CO2 or N2) shall be introduced into the tanks to lower the oxygen content to less than 8%. Pressure inside the tank shall not exceed 34 kPa (5 psi). Prior to proceeding with additional activities on the tank (e.g., excavating), the oxygen content of the tanks shall be monitored to confirm that it is less than 8%. Additional oxygen level monitoring shall be conducted at least hourly while activities involving the tanks are underway but prior to decontamination of tank interiors; at least daily during periods in which the tanks are not being disturbed but prior to decontamination of their interiors; or as directed by the Contracting Officer. If monitoring of tank interiors indicates that oxygen levels are not remaining below 8%, additional inert gas shall be introduced and more frequent oxygen monitoring shall be initiated.

d. During inerting procedures, an extension vent tube a minimum of 3.7 meters (12 feet) above grade or 1 meter (3 feet) above any adjacent (within 22.5 meters (75 feet)) roof lines, whichever is greater shall be used to discharge tank vapors. If this is not possible, alternative methods shall be proposed and approved prior to inerting. Continuous combustible gas/oxygen monitoring shall be conducted at the vent and inert gas introduction holes.

1.11.6 Tank Atmosphere Testing

The air within the storage tanks shall be monitored to ensure the space is either adequately purged and safe for personnel entry, or to ensure the tank has been adequately inerted and the oxygen content is less than 8%. In both instances, monitoring shall be performed at the top, bottom, and middle areas of the tanks to ensure stratification has not occurred.

Monitoring results shall be reported to project personnel to ensure safe operations. Data shall be recorded as specified.

1.11.6.1 Monitoring to Ensure Purging

When monitoring to ensure purging, both oxygen content and LFL readings are required. Prior to obtaining LFL readings, the Contractor shall monitor the oxygen content of the space and verify that the combustible gas indicators are operating within the oxygen limits identified by the CGI manufacturer. Personnel shall not be permitted to enter spaces with oxygen levels less than 19.5%, except in emergencies, and then only when equipped with the proper PPE and when following permit-required confined space entry procedures. Toxic air contaminants shall be monitored.

1.11.6.2 Monitoring to Ensure Inerting

Inerted tanks shall be monitored to ensure oxygen readings remain below a maximum allowable percentage of 8% by volume.

1.11.7 Tank Lifting

Tanks shall be lifted using equipment with a rated capacity greater than the load to be lifted. Tanks shall be lifted by lifting eyes or by straps under the ends of the tanks. Tanks shall not be lifted by the manhole flange or by removing the bungs. Personnel shall be directed to remain away from the ends of the tanks and tanks shall be positioned, whenever possible, with the ends oriented away from occupied or traveled areas, due to potential for rupture. During transportation, the tanks shall be secured to prevent movement.

1.11.8 Tank Demolition

The tanks excavated as part of this project shall be demolished before being removed from the site unless they are transported directly to a state certified tank destruction facility. Demolition will not be permitted until a decontamination of the interiors and exteriors is complete. Demolition shall involve opening the tanks sufficiently to permanently prohibit further use as containers of liquids. Tanks shall be inerted and tested before they are opened. Plans and procedures, including a list of materials and supplies, for safely and effectively demolishing the tanks shall be submitted in the SSHP.

1.11.9 Tank Cleaning

Safety practices and procedures for the cleaning of the storage tanks shall conform to API Std 2015. Opening of the tanks to permit decontamination shall be conducted utilizing only methods approved in the SSHP. The interior and exterior of the tank shall be decontaminated prior to removing it from the work site unless the tank is being transported directly to a state certified tank destruction facility. Plans and procedures, including materials and supplies, for safely and effectively opening the tanks, cleaning surfaces of the interior and exterior of the tanks, and disposing of the decontamination fluids shall be submitted in the SSHP. Volatile organic solvents shall not be permitted to be utilized for decontamination

procedures. Personnel shall not enter any of the storage tanks as a part of this project, except when following permit-required confined space entry procedures. Decontamination fluids shall be collected and disposed. Upon completion of this project, written certification shall be made that the tank was properly decontaminated prior to being removed from the site.

1.12 EMERGENCY RESPONSE AND CONTINGENCY PROCEDURES

An Emergency Response Plan, that meets the requirements of 29 CFR 1910 Section .120 (1) and 29 CFR 1926 Section .65 (1), shall be developed and implemented as a section of the SSHP. In the event of any emergency associated with remedial action, the Contractor shall, without delay, alert all onsite employees that there is an emergency situation; take action to remove or otherwise minimize the cause of the emergency; alert the Contracting Officer; and institute measures necessary to prevent repetition of the conditions or actions leading to, or resulting in, the emergency.

Procedures for reporting incidents to appropriate government agencies. In the event that an incident such as an explosion or fire, or a spill or release of toxic materials occurs during the course of the project, the appropriate government agencies shall be immediately notified. In addition, the Contracting Officer shall be verbally notified immediately and receive a written notification within 24 hours. The report shall include the following items:

- (1) Name, organization, telephone number, and location of the Contractor.
- (2) Name and title of the person(s) reporting.
- (3) Date and time of the incident.
- (4) Location of the incident, i.e., site location, facility name.
- 5) Brief summary of the incident giving pertinent details including type of operation ongoing at the time of the incident.
- (6) Cause of the incident, if known.
- (7) Casualties (fatalities, disabling injuries).
- (8) Details of any existing chemical hazard or contamination.
- (9) Estimated property damage, if applicable.
- (10) Nature of damage, effect on contract schedule.
- (11) Action taken to ensure safety and security.
- (12) Other damage or injuries sustained, public or private.

k. Procedures for critique of emergency responses and follow-up.

1.13 INSPECTIONS

The SSHO shall perform daily inspections of the jobsite and the work in progress to ensure compliance with EM 385-1-1, the Safety and Health Program, the SSHP and other occupational health and safety requirements of the contract, and to determine the effectiveness of the SSHP. Procedures for correcting deficiencies (including actions, timetable and responsibilities) shall be described in the SSHP. Follow-up inspections to ensure correction of deficiencies shall be conducted and documented.

1.14 SAFETY AND HEALTH PHASE-OUT REPORT

A Safety and Health Phase-Out Report shall be submitted within [10] working days following completion of the work, prior to final acceptance of the work. The following minimum information shall be included:

- a. Summary of the overall performance of safety and health (accidents or incidents including near misses, unusual events, lessons learned, etc.).
- b. Final decontamination documentation including procedures and techniques used to decontaminate equipment, vehicles, and onsite facilities.
- c. Summary of exposure monitoring and air sampling accomplished during the project.
- d. Signatures of Safety and Health Manager and SSHO.

-- End of Section --

SECTION 01410

ENVIRONMENT PROTECTION

02/97

1.1 GENERAL REQUIREMENTS

The Contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations. Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract.

1.1.1 Subcontractors

The Contractor shall ensure compliance with this section by subcontractors.

1.1.2 Environmental Protection Plan

The Contractor shall submit an environmental protection plan within 15 days after receipt of the notice to proceed. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include, but shall not be limited to, the following:

- a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
- b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the environmental protection plan.
- d. Location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather, and the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Methods of protecting surface and ground water during construction activities.
- i. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
- j. Drawing of borrow area location. Protection measures required at the work site shall apply to the borrow areas including final restoration for subsequent beneficial use of the land.
- k. A recycling and waste prevention plan with a list of measures to reduce consumption of energy and natural resources; for example: the possibility to shred fallen trees and use them as mulch shall be considered as an alternative to burning or burial. If the contractor is authorized to use Fort Hood Landfill, the recycling and waste prevention plan shall address the requirements of section 01038 - LANDFILL PROCEDURES.
- l. Training for Contractor's personnel during the construction period.

1.1.3 Permits

The Contractor shall obtain all needed permits or licenses. The Government will not obtain any permits for this project; see Contract Clause PERMITS AND RESPONSIBILITIES. The State department of natural resources, through the national pollutant discharge elimination system (NPDES), requires general permits, a notice of intent, and a notice of discontinuation. The Contractor shall be responsible for implementing the terms and requirements of the appropriate permits as needed and for payment of all fees.

1.1.4 Preconstruction Survey

Prior to starting any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs and grassed areas immediately adjacent to work sites and adjacent to the assigned storage area and access routes as applicable. This report will be signed by both the Contracting Officer and the Contractor upon mutual agreement as to its accuracy and completeness. The Contractor shall also video tape site condition during the inspection, and provide a copy to COR.

1.1.5 Meetings

The Contractor shall meet with representatives of the Contracting Officer to alter the environmental protection plan as needed for compliance with the environmental pollution control program.

1.1.6 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

1.1.7 Litigation

If work is suspended, delayed, or interrupted due to a court order of competent jurisdiction, the Contracting Officer will determine whether the order is due in any part to the acts or omissions of the Contractor, or subcontractors at any tier, not required by the terms of the contract. If it is determined that the order is not due to Contractor's failing, such suspension, delay, or interruption shall be considered as ordered by the Contracting Officer in the administration of the contract under the contract clause SUSPENSION OF WORK.

1.1.8 Previously Used Equipment

The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed and that egg deposits from plant pests are not present; the Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

1.1.9 Payment

No separate payment will be made for work covered under this section; all costs associated with this section shall be included in the contract unit and/or lump sum prices in the Bidding Schedule.

1.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without permission. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the

following subparagraphs. Stone, earth or other material displaced into uncleared areas shall be removed.

1.2.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

1.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

1.2.3 Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the Contracting Officer.

1.2.4 Disturbed Areas

The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

- a. Retardation and control of runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.
- b. Erosion and sedimentation control devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features or as otherwise needed to control transport of sediments from the site as indicated on the drawings. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.
- c. Sediment basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basins in accordance with the drawings. The basins shall accommodate the runoff of a local 5 year storm. After each storm, the basins shall be pumped dry and accumulated sediment shall be removed to maintain basin effectiveness. Overflow shall be controlled by paved weirs or by

vertical overflow pipes. The collected topsoil sediment shall be reused for fill on the construction site, and/or stockpiled for use at another site. The Contractor shall institute effluent quality monitoring programs as required by State and local environmental agencies.

1.2.5 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby waters. Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby waters. Spoil areas shall be developed in accordance with the grading plan indicated on the drawings. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

1.3 WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation. Monitoring of water areas affected by construction shall be the Contractor's responsibility. All water areas affected by construction activities shall be monitored by the Contractor.

1.3.1 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas. Waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates to separate pollutants from the water. Analysis shall be performed and results reviewed and approved before water in retention ponds is discharged.

1.3.2 Cofferdam and Diversion Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit the impact of water turbidity on the habitat for wildlife and on water quality for downstream use.

1.3.3 Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State or local government.

1.3.4 Fish and Wildlife

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with

measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

1.4 AIR RESOURCES

Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be in accordance with the State's, and local rules and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained. Monitoring of air quality shall be the Contractor's responsibility. All air areas affected by the construction activities shall be monitored by the Contractor. Monitoring results will be periodically reviewed by the Government to ensure compliance.

1.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

1.4.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

1.4.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

1.4.4 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the OSHA rules.

1.5 WASTE DISPOSAL

Disposal of wastes shall be as specified in Section 02120 TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS and as specified below.

1.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling and disposal shall be conducted

to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. Waste materials can be hauled to the Government landfill site designated by the Contracting Officer if meets requirement of section 01037 - LANDFILL PROCEDURES. The Contractor shall comply with site procedures, Federal, State, and local laws and regulations pertaining to the use of landfill areas.

1.5.2 Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be disposed of in accordance with Federal and local laws and regulations.

1.5.3 Hazardous Wastes

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility. The Contractor shall transport hazardous waste off Government property and dispose of it in compliance with Federal and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to Fort Hood Fire department (FHFD). Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

1.5.4 Burning

Burning will be allowed only if permitted in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval. Fires shall be confined to a closed vessel, guarded at all times, and shall be under constant surveillance until they have burned out or have been extinguished. Burning shall be thorough reducing the materials to ashes. If burning woody debris from clearing & grubbing operation, an air curtain destructor shall be utilized.

1.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Existing historical, archaeological, and cultural resources within the Contractor's work area will be so designated by the Contracting Officer if any has been identified. The Contractor shall take precautions to preserve all such resources as they existed at the time they were first pointed out. The Contractor shall provide and install protection for these resources and be responsible for their preservation during the life of the contract. If during excavation or other construction activities any previously unidentified or unanticipated resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rocks or coral alignments, pavings, wall, or

other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer. While waiting for instructions the Contractor shall record, report, and preserve the finds in accordance with the Fort Hood Regulation 420-2. (FHReg 420-2).

1.7 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction.

1.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

1.9 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.10 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental pollution control.

End of the section

SECTION 01735 - INVENTORY, PROTECT, MAINTAIN AND TAG INSTALLED PROPERTY

PART 1 GENERAL

1.1 DESCRIPTION. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required to inventory, protect, safeguard, tag and maintain all equipment, equipment units and materials and all repaired or replaced equipment, units of equipment and materials prior to acceptance by the Government.

1.2 PROTECTION, SAFEGUARD, PERIODIC MAINTENANCE AND SUBMITTALS

1.2.1 Protect, Safeguard and Maintain Equipment. The Contractor shall be responsible for the protection, safeguard and periodic maintenance of all equipment, units of equipment and materials prior to acceptance by the Government; and shall strictly adhere to manufacturers and suppliers storage, handling, installation, maintenance and operating procedures in order that all manufacturers and suppliers warranties are valid.

1.2.2 Submittals. The Contractor shall prepare a list of all items of equipment, units of equipment and materials provided or installed under the terms of this contract that require periodic maintenance to maintain the manufacturers' and suppliers' warranty. This list shall be turned over to the Contracting Officer along with the operation and maintenance manuals and instructions.

1.3 INVENTORY OF INSTALLED PROPERTY SUBMITTALS. The Contractor shall prepare two separate lists of installed property.

LIST	CONTENTS
1	Identify all equipment and units of equipment furnished and installed by the Contractor plus the following non-equipment items: Roofing, windows, doors, floor covering and paint.
2	Identify all Government Furnished Equipment (GFE) installed by the Contractor.

1.3.1 List No. 1 - Equipment, Units of Equipment and Non-Equipment Items. A list of equipment and units of equipment that require electrical power or fuel, compressed air or gasses, or may require removal or replacement, such as pumps, valves, monitoring system, tanks, etc., shall be made and kept up to date as installed. The list shall also include the following non-equipment items. The list shall be reviewed periodically by the Government to insure completeness and accuracy. List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input and Output (power, voltage, BTU, tons, etc.), HP, Size or Capacity (tanks), and net replacement costs, and where installed, when installed and when placed in service; any other data necessary to describe item. Pre-final list shall be turned over to the Contracting Officer two weeks prior to final inspection. The final inventory of installed property shall be turned over to the Contracting Officer within fifteen calendar days following the final inspection. The final list shall also provide warranty and guarantee expiration dates to the Contracting Officer for each piece of equipment, unit of equipment and non-equipment item listed. Under the terms of this contract final payment will not

be made until such time as the final inventory list of property is provided and accepted by the Contracting Officer.

1.4 EQUIPMENT WARRANTY IDENTIFICATION TAGS. The Contractor shall furnish and install equipment warranty identification tags on all installed property inventoried on List No. 1 as prepared by the Contractor in accordance with paragraphs 1.3.1 of this specification, respectively, except that equipment warranty identification tags will not be furnished and installed on the non-equipment items listed.

1.4.1 Warranty Tags for Inventory List No. 1. The Contractor shall furnish and install equipment warranty identification tags on each piece of equipment and unit of equipment installed by the Contractor and listed on List No. 1 of the final inventory of installed property provided to and accepted by the Contracting Officer. The Contractor shall fully utilize all manufacturers guarantees and warranties and the equipment warranty identification tag shall show both the one year workmanship and material warranty expiration date and the manufacturers warranty expiration date. The tag provided and installed by the Contractor shall be similar to the exhibit provided in paragraph 1.4.2 of this specification. The Contractor shall submit a sample to the Contracting Officer and obtain approval of the submittal prior to purchase of the tags. The tags shall be for use indoors or outdoors, resistant to solvents, abrasion, weather and the temperature extremes expected at Fort Hood, Texas and shall utilize permanent type pressure sensitive adhesive. The Contractor shall install these tags in a position that is visible to workmen. The equipment warranty identification tags shall be installed prior to the final inspection. Under the terms of this contract, final payment will not be made until such time as the tags are installed and accepted by the Contracting Officer.

1.4.2 Exhibit

EQUIPMENT WARRANTY

MAKE, MODEL NO

SERIAL NO

CONTRACT NO

WORKMANSHIP & MATERIAL WARRANTY EXPIRES (1 YR)

MANUFACTURERS WARRANTY EXPIRES

1.5 Equipment Warranty Tag Replacement and Inventory Information Requirement. Under the terms of this contract, the Contractors warranty shall continue for a period of one year from the date of final acceptance of the work by the Contracting Officer. During this one year warranty period, the Contractor shall repair or replace at the Contractors expense, any failure to conform, or any defect, damage or failure of the work. Such repair or replacement shall include inventory information and a new warranty identification tag. The inventory information provided under this section shall identify the repaired or replaced work and shall be similar to and shall supplement the original inventory information provided in accordance with the provisions of paragraph 3 of this section. The tag shall be furnished and

installed by the Contractor, and shall be identical to the original tag, except that the equipment Serial Number will be changed and the manufacturers warranty expiration date will be changed to show any manufacturers or suppliers warranty which is applicable.

END

SECTION 01740 CONTRACTOR RESPONSE FOR WARRANTY WORK

PART 1 GENERAL

1.1 DESCRIPTION

1.1.1 Warranty Period. Under the terms of this contract, the Contractor's warranty shall continue for the period of one (1) year from the date of final acceptance of the work by the Contracting Officer. During the one year warranty period, the Contractor shall remedy at the Contractor's expense any failure to conform, or any defect, damage, or failure of the work. If any equipment, equipment units or materials are repaired or replaced by the Contractor under the warranty provisions of the specifications, the Contractor shall comply with the provisions of Section 01735, if part of the Technical Provisions, regarding the requirements of inventory, protect, safeguard, tag and maintain all repaired or replaced equipment, equipment units, and materials.

1.1.2 Contractor Notification. The Contracting Officer will notify the Contractor, after the discovery of any failure to conform, or any defect, damage or failure. The Contracting Officer will provide written verification of the notice to the Contractor following the notification.

1.1.3 Contractor Failure to Perform. If the Contractor fails to remedy any failure, defect, or damage within the time period established in the "Warranty Service Priority List" as provided below following notification, the Government shall have the right to replace, repair, or otherwise remedy the failure to conform, or any defect, or any damage, or failure of the work at the Contractor's expense.

1.2 CONTRACTOR RESPONSE TIME

1.2.1 Warranty Work Provisions. Following notification by the Contracting Officer, the Contractor shall respond to a warranty service requirement identified by the Contracting Officer in accordance with the provisions of the "Warranty Service Priority List" of this program. This list prioritizes warranty work into three categories:

PRIORITY	Response Time
1	Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief
2	Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.
3	All other work to be initiated within 5 work days and work continuously to completion or relief.

1.2.2 If parts and/or materials are required to complete the work and are not immediately available, the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition.

1.3 CONTRACTORS SINGLE POINT OF CONTACT

1.3.1 Requirement for "Priority 1" Work. If the "Warranty Service Priority List" provided above for this project identifies any warranty work on this project as Priority 1 work, the Contractor shall furnish the name, telephone number, and address of the Contractor's single point of contact for full time (24 hours per day) answering and response capability, within the local service

area of the warranted construction. The Contractor's single point of contact shall perform warranty work action, and answer Government inquiries regarding warranty work, action, and status. The local service area telephone number and address shall be provided as a positive means of contacting the Contractor for warranty service, starting 7 calendar days prior to final inspection or 7 calendar days prior to the Contractor turning the facility/work over to the Contracting Officer for occupancy, whichever occurs first, and continuing through the life of the one year Contractor's warranty period. The local service area is defined in these specifications as the area included within a 180 mile radius of the city of Killeen, Texas. The local area as defined in these specifications includes the Texas cities of Abilene, Austin, Dallas, Fort Worth, Houston, San Angelo, San Antonio, and Tyler. The Contractor may propose alternate locations which may be approved at the discretion of the Contracting Officer.

1.3.2 Requirement for "Priority 2" and "Priority 3" Work. If the "Warranty Service Priority List" provided above for this project does not include Priority 1 work for this project (i.e., all work on this project is either Priority 2 or Priority 3 work or a combination of Priority 2 and Priority 3 work) the Contractor may at the Contractor's discretion choose to provide the Contracting Officer with a non-local single point of contact in lieu of the local service area single point of contact for full time (24 hours per day) answering and response capability. The Contractor's response to Priority 2 and/or Priority 3 warranty service shall continue to be required as set forth in paragraph 1.2.1 above, regardless of the single point of contact location selected by the Contractor. When the Contractor selects a non-local single point of contact for warranty response under the provisions of this paragraph, the Contractor shall furnish the name, telephone number, and address of the Contractor's non-local single point of contact for full time (24 hours per day) answering and response capability. The Contractor's single point of contact shall perform warranty work action, and answer Government inquiries regarding work, action, and status. The non-local telephone number and address shall be provided as a positive means of contacting the Contractor's single point of contact anytime during the day or night for response by the Contractor for warranty service, starting 7 calendar days prior to final inspection or 7 calendar day prior to the Contractor turning the facility/work over to the Contracting Officer for occupancy, whichever occurs first, and continuing through the life of the one year Contractor's warranty period.

1.4 WARRANTY SERVICE PRIORITY LIST. The "Warranty Service Priority List" for this contract is provided below:

PRIORITY	WARRANTY WORK
2	All work.

END